

Funding Request Number:

Services Ordered:

SPIN.

Service Provider Name:

Contract Number:

Billing Account Number:

Site Identifier:

Original Funding Commitment:

Commitment Adjustment Amount:

Adjusted Funding Commitment:

Funds Disbursed to Date

Funds to be Recovered from Applicant:

Funding Commitment Adjustment Explanation:

1636144

INTERNAL CONNECTIONS MNT

143012276

Marketware Technologies

144578

\$44,389.63

\$44,389.63

\$0.00

\$44,389.63

\$44,389.63

After a thorough investigation, it has been determined that this funding commitment must be rescinded in full. During a review, it was determined that the applicant did not have a contract in place at the time of submission of the Form 471. This determination was based on the applicants statement that it was the practice of the District at that time to inform the prevailing vendor that the Award of the contract was contingent upon funding from the SLD. It was implied and understood by the vendor that the filing of the 471 was the intent to proceed once funding was approved. FCC rules require applicants to have a valid contract as defined by the applicants state procurement laws and regulations at the time they submit the Form 471. Since the applicant was unable to demonstrate that they had a contract in place at the time of submission of the Form 471 that meets the state laws definition of a valid contract, the commitment has been rescinded in full and USAC will seek recovery of any improperly disbursed funds from the applicant.

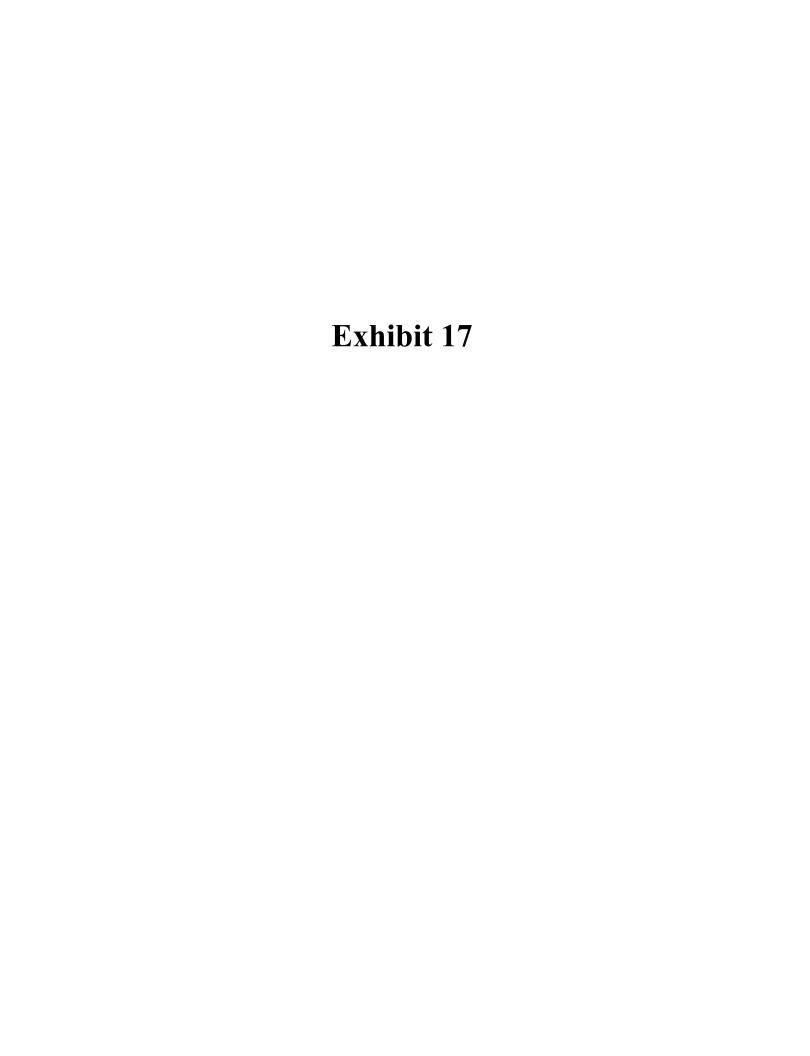
In addition, during a review, it was determined that your Form 470 did not include the service(s) for which you sought funding in your Form 471 application, which is a violation of the FCCs competitive bidding rules. The applicant indicated that FCC Form 470# 676390000621541 established the bidding for the Smartnet services requested in this FRN. However, the applicant failed to post for any Basic Maintenance of Internal Connections services. FCC rules require that, except under limited circumstances, all eligible schools and libraries shall seek competitive bids for all services eligible for support. Since the services for which you sought funding were not properly posted to the website for competitive bidding, the commitment has been rescinded in full and USAC will seek recovery of any improperly disbursed funds from the applicant.

In addition, during a review, it was determined that the price of eligible products and services was not the primary factor in the vendor selection process. This determination was based on the evaluation criteria outlined in the RFP provided by the applicant. The document indicated that the Most Cost Effective Proposal and Client References both had a weighting of 30 percent as such price was not the primary factor in your bid evaluation. FCC rules require that applicants select the most cost-effective product and/or service offering with price being the primary factor. Applicants may take other factors into consideration, but in selecting the winning bid, price must be given more weight than any other single factor. Since price was not the primary factor in the vendor selection process, the commitment has been rescinded in full and USAC will seek recovery of any improperly disbursed funds from the applicant.

In addition, during a review,, you provided a copy of a Request for Proposal (RFP) that was issued on 1/10/07. Your Form 470 was filed on 1/10/07 with an Allowable Contract Date of 2/7/07. According to Program rules, applicants must wait 28 days after their FCC Form 470 is posted to USACs website or after public availability of their RFP, whichever is later, before selecting a vendor or executing a contract. The due date of your RFP was 2/5/07 which is less than 28 days after the issuance

of the RFP. Both the FCC Form 470 and the RFP must be available for at least 28-days and if not released on the same day, both documents must remain open until such time as both documents have been available for at least 28 days. Since you closed the bidding before the RFP was available for at least 28 days, you are not in compliance with FCC rules. Accordingly, the commitment for FRN 1636144 has been rescinded in full and USAC will seek recovery of any improperly disbursed funds from the applicant.

As a result of these violations the commitment will be reduced by \$44,389.63 and if the recovery of improperly disbursed funds is required USAC will seek recovery.



## Schools and Libraries Universal Service Description of Services Requested and Certification Form

Estimated Average Burden Hours Per Response: 4.0 hours

This form is designed to help you describe the eligible telecommunications-related services you seek so that this data can be posted on the Fund Administrator website and interested service providers can identify you as a potential customer and compete to serve you.

Please read instructions before beginning this application.

(To be completed by entity that will negotiate with providers.)

Form 470 Application Number: 334610	0000662776	
Applicant's Form Identifier: PHONE		
Application Status: CERTIFIED		
Posting Date: 01/10/2008		
Allowable Contract Date: 02/07/2008		
Certification Received Date: 01/10/2008	8	
1. Name of Applicant: RIO LINDA UNION SCHOOL DISTR	ICT	
2. Funding Year: 07/01/2008 - 06/30/2009	3. Your 1445	Entity Number 78
4a. Applicant's Street Address, P.O.Box	, or Route Nu	mber
627 L ST		
City	State Zi	p Code
•		5673 - 3430
b. Telephone number ext.	c. Fax n	umber
(916) 991- 1704	(916)	991- 6593
5. Type Of Applicant		
Individual School (individual publ	ic or non-publi	c school)
•	•	
School District (LEA;public or nor multiple schools)	i-publicle.g., di	locesan] local district representing
	library autlat/b	ranch or library consortium as defi
Library (including library system, under LSTA)	norary ouner o	ranch of horary consortium as den
Consortium (intermediate service a	gancias statas	state networks special consortia o
schools and/or libraries)	igeneies, states	, state networks, special consortia c
6a. Contact Person's Name: Ruth Ann H	all	
First, if the Contact Person's Street Address		
not, please complete the entries for the Str	eet Address be	low.
6b. Street Address, P.O.Box, or Route Number 627 L ST		
	State	Zip Code
City	State	

6c. Telephone Number (916) 566-1725

6d. Fax Number (916) 640-8159

6e. E-mail Address ruth.hall@rlusd.org

## Block 2: Summary Description of Needs or Services Requested

### 7 This Form 470 describes (check all that apply):

- **a.** Tariffed or month-to-month services to be provided without a written contract. A new Form 470 must be filed for non-contracted tariffed or month-to-month services for each funding year.
- **b.** Services for which a new written contract is sought for the funding year in Item 2.

Check if you are a multi-year contract a contract featuring voluntary seeking and/or extensions

**c.** A multi-year contract signed on or before 7/10/97 but for which no Form 470 has been filed in a previous funding year.

NOTE: Services that are covered by a signed, written contract executed pursuant to posting of a Form 470 in a previous funding year OR a contract signed on/before 7/10/97 and previously reported on a Form 470 as an existing contract do NOT require filing of a new Form 470.

What kinds of service are you seeking: Telecommunications Services, Internet Access, Internal Connections Other than Basic Maintenance, or Basic Maintenance of Internal Connections? Refer to the Eligible Services List at <a href="https://www.sl.universalservice.org">www.sl.universalservice.org</a> for examples. Check the relevant category or categories (8, 9, 10 and/or 11 below), and answer the questions in each category you select.

## 8 Telecommunications Services

Do you have a Request for Proposal (RFP) that specifies the services you are seeking? If you check YES, your RFP must be available to all interested bidders for at least 28 days. If you check YES and your RFP is not available to all interested bidders, or if you check NO and you have or intend to have an RFP, you risk denial of your funding requests.

**a** YES, I have released or intend to release an RFP for these services. It is available or will become available on the Web at or via (check one):

the Contact Person in Item 6 or the contact listed in Item 12.

NO, I have not released and do not intend to release an RFP for these services.
 Whether you check YES or NO, you must list below the Telecommunications Services you seek. Specify each service or function (e.g., local voice service) and quantity and/or capacity

(e.g., 20 existing lines plus 10 new ones). See the Eligible Services List at <a href="https://www.sl.universalservice.org">www.sl.universalservice.org</a> for examples of eligible Telecommunications services. Remember that only eligible telecommunications providers can provide these services under the universal service support mechanism. Attach additional lines if needed.

c Check this box if you prefer discounts on your bill. Check this box if you do not have a preference.

reimbursement after paying your bill in full.	
Service or Function:	Quantity and/or Capacity:
Phone, Long Distance, and Data Services	23 District Sites

#### 9 Internet Access

Do you have a Request for Proposal (RFP) that specifies the services you are seeking? If you check YES, your RFP must be available to all interested bidders for at least 28 days. If you check YES and your RFP is not available to all interested bidders, or if you check NO and you have or intend to have an RFP, you risk denial of your funding requests.

**a** YES, I have released or intend to release an RFP for these services. It is available or will become available on the Web at or via (check one):

the Contact Person in Item 6 or the contact listed in Item 12.

**b** NO, I have not released and do not intend to release an RFP for these services.

Whether you check YES or NO, you must list below the Internet Access Services you seek. Specify each service or function (e.g., monthly Internet service) and quantity and/or capacity

(e.g., for 500 users). See the Eligible Services List at <a href="https://www.sl.universalservice.org">www.sl.universalservice.org</a> for examples of eligible Internet Access services. Attach additional lines if needed.

c Check this box if you prefer discounts on your bill.

Check this box if you prefer reimbursement after paying your bill in full.

Check this box if you do not have a preference.

### 10 Internal Connections Other than Basic Maintenance

Do you have a Request for Proposal (RFP) that specifies the services you are seeking? If you check YES, your RFP must be available to all interested bidders for at least 28 days. If you check YES and your RFP is not available to all interested bidders, or if you check NO and you have or intend to have an RFP, you risk denial of your funding requests.

**YES**, I have released or intend to release an RFP for these services. It is available or will become available on the Web at or via (check one):

the Contact Person in Item 6 or the contact listed in Item 12.

**b** NO, I have not released and do not intend to release an RFP for these services.

Whether you check YES or NO, you must list below the Internal Connections Services you seek. Specify each service or function (e.g., a router, hub and cabling) and quantity and/or capacity (e.g., connecting 1 classroom of 30 students). See the Eligible Services List

capacity (e.g., connecting 1 classroom of 30 students). See the Eligible Services List at <a href="https://www.sl.universalservice.org">www.sl.universalservice.org</a> for examples of eligible Internal Connections services. Attach additional lines if needed.

c Check this box if you prefer discounts on your bill.

Check this box if you prefer reimbursement after paying your bill in full.

Check this box if you do not have a preference.

#### 11 Basic Maintenance of Internal Connections

Do you have a Request for Proposal (RFP) that specifies the services you are seeking? If you check YES, your RFP must be available to all interested bidders for at least 28 days. If you check YES and your RFP is not available to all interested bidders, or if you check NO and you have or intend to have an RFP, you risk denial of your funding requests.

**a** YES, I have released or intend to release an RFP for these services. It is available or will become available on the Web at or via (check one):

the Contact Person in Item 6 or the contact listed in Item 12.

**NO**, I have not released and do not intend to release an RFP for these services.

Whether you check YES or NO, you must list below the Basic Maintenance Services you seek. Specify each service or function (e.g.,basic maintenance of routers) and quantity and/or capacity (e.g., for 10 routers). See the Eligible Services List at <a href="www.sl.universalservice.org">www.sl.universalservice.org</a> for examples of eligible Basic Maintenance services. Attach additional lines if needed.

c Check this box if you prefer discounts on your bill.

Check this box if you prefer reimbursement after paying your bill in full.

Check this box if you do not have a preference.

12 (Optional) Please name the person on your staff or project who can provide additional technical details or answer specific questions from service providers about the services you are seeking. This need not be the contact person listed in Item 6 nor the Authorized Person who signs this form.

Name: Title:

Telephone number

() -

Fax number

0 -

E-mail Address

13a. Check this box if there are any restrictions imposed by state or local laws or regulations on how or when service providers may contact you or on other bidding procedures. Please describe below any such restrictions or procedures, and/or provide a Web address where they are posted and a contact name and telephone number.

Check this box if no state and local procurement/competitive bidding requirements apply to the procurement of services sought on this Form 470.

13b. If you have plans to purchase additional services in future years, or expect to seek new contracts for existing services, you may summarize below (including the likely timeframes). If you are requesting services for a funding year for which a Form 470 cannot yet be filed online, include that information here. The District would like to move from the current State CalNet Contract that ends December 2008, to the new CalNet II Contract for phone, long distance, and data services.

## **Block 3: Technology Assessment**

- Basic telephone service only: If your application is for basic telephone service and voice mail only, check this box and skip to Item 16. Basic telephone service is defined as wireline or wireless single line voice service (local, cellular/PCS, and/or long distance) and mandatory fees associated with such service (e.g., federal and state taxes and universal service fees).
- 15. Although the following services and facilities are ineligible for support, they are usually necessary to make effective use of the eligible services requested in this application. Unless you indicated in Item 14 that your application is ONLY for basic telephone service, you must check one or both boxes in 15a through 15e. You may provide details for purchases being sought.

a. Desktop communications software: Software required has been purchased;

and/or is being sought.

**b.** Electrical systems: adequate electrical capacity is in place or has already been arranged; and/or upgrading for additional electrical capacity is being sought.

- **c.** Computers: a sufficient quantity of computers has been purchased; and/or is being sought.
- **d.** Computer hardware maintenance: adequate arrangements have been made; and/or are being sought.
- **e.** Staff development: all staff have had an appropriate level of training /additional training has already been scheduled; and/or training is being sought.
- **f.** Additional details: Use this space to provide additional details to help providers to identify the ineligible services you desire.

## **Block 4: Recipients of Service**

#### 16. Eligible Entities That Will Receive Services:

Check the ONE choice (Item **16a**, **16b** or **16c**) that best describes this application and the eligible entities that will receive the services described in this application. You will then list in Item **17** the entity/entities that will pay the bills for these services.

- a. Individual school or single-site library.
- b. Statewide application for (enter 2-letter state code) representing (check all that apply):

All public schools/districts in the state:

All non-public schools in the state:

All libraries in the state:

If your statewide application includes INELIGIBLE entities, check here. **If checked, complete Item 18**.

c. School district, library system, or consortium application to serve multiple eligible entities:

Number of eligible entities

23

For these eligible sites, please provide the following

## Area Codes (list each unique area code)

Prefixes associated with each area code (first 3 digits of phone number) separate with commas, leave no spaces

#### 17. Billed Entities

17. Billed Entities: List the entity/entities that will be paying the bills directly to the provider for the services requested in this application. These are known as Billed Entities. At least one line of this item must be completed. If a Billed Entity cited on your Form 471 is not listed below, funding may be denied for the funding requests associated with this Form 470.

Entity Number	Entity
144578 RIO LINDA UNION SCHOOL DIS	TRICT

## 18. Ineligible Participating Entities

List the names of any entity/entities here for whom services are requested that are not eligible for the Universal Service Program.

Ineligible Participating Entity	Area Code	Prefix

#### **Block 5: Certification**

- 19. I certify that the applicant includes:(Check one or both.)
  - **a.** schools under the statutory definitions of elementary and secondary schools found in the **No Child Left Behind Act of 2001, 20 U.S.C.Secs.7081(18) and (38)**, that do not operate as for-profit businesses, and do not have endowments exceeding \$50 million; and/or
  - **b.** libraries or library consortia eligible for assistance from a State library administrative agency under the Library Services and Technology Act of 1996 that do not operate as for-profit businesses and whose budgets are completely separate from any school (including, but not limited to elementary and secondary schools, colleges, and universities).
- 20. I certify that all of the individual schools, libraries, and library consortia receiving services under this application are covered by technology plans that are written, that cover all 12 months of the funding year, and that have been or will be approved by a state or other authorized body, an SLD-certified technology plan approver, prior to the commencement of service. The plans were written at the following level(s):
  - **a.** individual technology plans for using the services requested in the application; and/or
  - **b.** higher-level technology plans for using the services requested in the application; or
  - **c.** no technology plan needed; application requests basic local, cellular, PCS, and/or long distance telephone service and/or voice mail only
- 21. I certify that I will post my Form 470 and (if applicable) make my RFP available for at least 28 days before considering all bids received and selecting a service provider. I certify that

all bids submitted will be carefully considered and the bid selected will be for the most cost-effective service or equipment offering, with price being the primary factor, and will be the most cost-effective means of meeting educational needs and technology plan goals. I certify that I will retain required documents for a period of at least five years after the last day of service delivered. I certify that I will retain all documents necessary to demonstrate compliance with the statute and Commission rules regarding the application for, receipt of, and delivery of services receiving schools and libraries discounts. I acknowledge that I may be audited pursuant to participation in the schools and libraries program.

- 22. I certify that the services the applicant purchases at discounts provided by 47 U.S.C. Sec. 254 will be used solely for educational purposes and will not be sold, resold, or transferred in consideration for money or any other thing of value, except as permitted by the Commission's rules at 47 C.F.R. Sec. 54.500(k). Additionally, I certify that the entity or entities listed on this application have not received anything of value or a promise of anything of value, other than the services and equipment sought by means of this form, from the service provider, or any representative or agent thereof or any consultant in connection with this request for services.
- 23. I acknowledge that support under this support mechanism is conditional upon the school(s) and/or library(ies) I represent securing access, separately or through this program, to all of the resources, including computers, training, software, internal connections, maintenance, and electrical capacity necessary to use the services purchased effectively. I recognize that some of the aforementioned resources are not eligible for support.
- **24.** I certify that I am authorized to order telecommunications and other supported services for the eligible entity(ies). I certify that I am authorized to submit this request on behalf of the eligible entity(ies) listed on this application, that I have examined this request, and to the best of my knowledge, information, and belief, all statements of fact contained herein are true.
- 25. I certify that I have reviewed all applicable state and local procurement/competitive bidding requirements and that I have complied with them. I acknowledge that persons willfully making false statements on this form can be punished by fine or forfeiture, under the Commissions Act, 47 U.S.C. Secs. 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. Sec. 1001.
- **26.** I acknowledge that FCC rules provide that persons who have been convicted of criminal violations or held civilly liable for certain acts arising from their participation in the schools and libraries support mechanism are subject to suspension and debarment from the program.
- **27.** Signature of authorized person:

**28.** Date (mm/dd/yyyy): **01/10/2008** 

29. Printed name of authorized person: Ruth Ann Hall

30. Title or position of authorized person: Director of Purchasing

**31a.** Address of authorized person: **627 L Street** City: **Rio Linda** State: **CA** Zip: **95673** 

**31b.** Telephone number of authorized person: (916) 566 - 1725

**31c.** Fax number of authorized person: (916) 6408159

**31d.** E-mail address number of authorized person: ruth.hall@rlusd.org

31e. Name of authorized person's employer: Rio Linda Union School District

Service provider involvement with preparation or certification of a Form 470 can taint the competitive bidding process and result in the denial of funding requests. For more information, refer to the SLD web site at <a href="https://www.sl.universalservice.org">www.sl.universalservice.org</a> or call the Client Service Bureau at 1-888-203-8100.

**NOTICE:** Section 54.504 of the Federal Communications Commission's rules requires all schools and libraries ordering services that are eligible for and seeking universal service discounts to file this Description of Services Requested and Certification Form (FCC Form 470) with the Universal Service Administrator. 47 C.F.R. § 54.504. The collection of information stems from the Commission's authority under Section 254 of the Communications Act of 1934, as amended. 47 U.S.C. § 254. The data in the report will be used to ensure that schools and libraries comply with the competitive bidding requirement contained in 47 C.F.R. § 54.504. All schools and libraries planning to order services eligible for universal service discounts must file this form themselves or as part of a consortium.

An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

The FCC is authorized under the Communications Act of 1934, as amended, to collect the information we request in this form. We will use the information you provide to determine whether approving this application is in the public interest. If we believe there may be a violation or a potential violation of any applicable statute, regulation, rule or order, your application may be referred to the Federal, state, or local agency responsible for investigating, prosecuting, enforcing, or implementing the statute, rule, regulation or order. In certain cases, the information in your application may be disclosed to the Department of Justice or a court or adjudicative body when (a) the FCC; or (b) any employee of the FCC; or (c) the United States Government is a party of a proceeding before the body or has an interest in the proceeding. In addition, information provided in or submitted with this form or in response to subsequent inquiries may also be subject to disclosure consistent with the Communications Act of 1934, FCC regulations, the Freedom of Information Act, 5 U.S.C. § 552, or other applicable law.

If you owe a past due debt to the federal government, the information you provide may also be disclosed to the Department of the Treasury Financial Management Service, other Federal agencies and/or your employer to offset your salary, IRS tax refund or other payments to collect that debt. The FCC may also provide the information to these agencies through the matching of computer records when authorized.

If you do not provide the information we request on the form, the FCC may delay processing of your application or may return your application without action.

The foregoing Notice is required by the Paperwork Reduction Act of 1995, Pub. L. No. 104-13, 44 U.S.C. § 3501, et seq.

Public reporting burden for this collection of information is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing, and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the reporting burden to the Federal Communications Commission, Performance Evaluation and Records Management, Washington, DC 20554.

Please submit this form to:

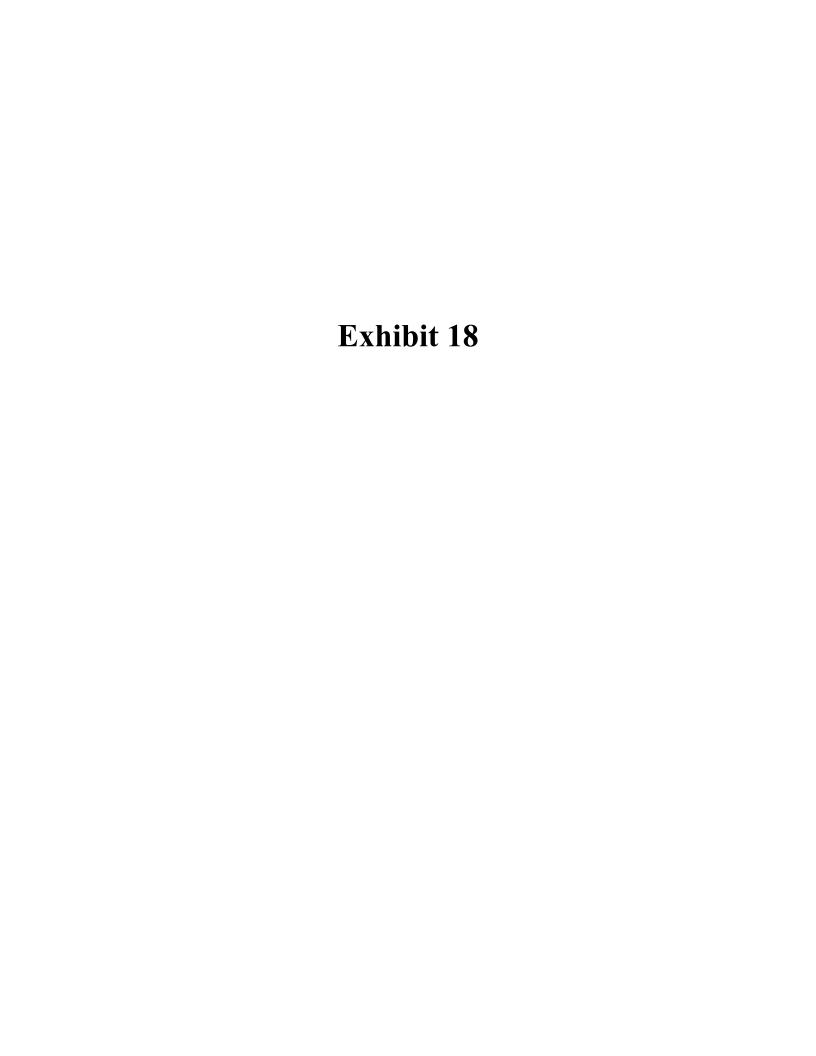
SLD-Form 470 P.O. Box 7026 Lawrence, Kansas 66044-7026 1-888-203-8100

For express delivery services or U.S. Postal Service, Return Receipt Requested, mail this form

SLD Forms

ATTN: SLD Form 470 3833 Greenway Drive Lawrence, Kansas 66046

1-888-203-8100	
	FCC Form 470
	October 2004



# Funding Year 2008, BEN 144578, AN 635684, FRN 1758853 -Rio Linda Union School District

Information Request Checklist, please complete and return with your responses

On the first page of each document you provide please write the corresponding FRN(s) the document pertains to.

Item #	Items to be returned to the E-Rate Reviewer	Document(s) Title & Corresponding FRN	Status
1.	Signed & dated contracts and/or other agreements with service providers related to the Form(s) 471	See Attachment 1	☐ Enclosed☐ N/A
2	Request For Proposal (RFP) Please specify: Release date: Due date:	None issued per Form 470	☐ Enclosed ☐ N/A
3	All bid responses received for all Priority I & Priority II funding requests. If no bids were received for any FRN, please indicate so in writing. It may be helpful to include a chart as indicated below:  Appl # FRN # #of bids   Vendor received   FRN #   FRN #	No bids received; used the CalNet State Contract	□ Enclosed □ N/A
4	Vendor selection process description (created during the bidding process)	No bids received	☐ Enclosed ☐ N/A
5	Was a consultant used relating to the planning, implementation and support of your E-Rate funding requests?  Yes No If yes, provide a signed and dated Consultant Agreement(s) or Letter of Agency	N/A	☐ Enclosed ☐ N/A
6	Correspondence between the consultant/service provider and the school/library regarding the competitive bidding process and the application process	None available	□ Enclosed □ N/A
7	Organizational Structure, such as organizational flow chart, reporting structure, etc.	Same as 2007 until June 30, 2008	□ Enclosed □ N/A
8	Certification(include signature, title, and date)		☐ Enclosed

Contract Management - WEST - Cover Sheet V.14

\*2600 Camino Ramon, Room 2S303, San Ramon, CA 94583

Submission Date: 02/05/2008

96A/SDA Contracts E-Mail: PAC96A Contract

96A & SDA: (original, signed) inter-co mail to San Ramon\*

Tariff/Non-Complex Contracts

E-Mail: PACCIM

Fax to: 707-427-7722 or 707-435-6327

Contract Management Hotline: 925-823-2085

Contract Management Website: http://contracts.sbc.com

ALL Regions' MDAs are sent to: 17950 W Corporate Dr. 2nd Floor, Brookfield, WI 53045

\* Required Information – Contract can not be processed if required fields not filled out.

Customer Rec	uired Inf	ormation	o processed if required field	s noi jule	a out.	ZA ME MARKET		
* Customer's Legal Name Rio Linda Union School Di		chool Dis	istrict California * State of Incorpora					
* Customer's Billing or Service Name Rio Linda Union Scho			Jamonia Otate Of Inc					
				THIS EINER OTHOR SCHOOL DISTRICT		(inc/LLP/LL	* Type of Inco	rporation:
* Customer's Bill				627 L Street (Inc/LLP/LLC/Company/NonProfit)			dirion()	
* Customer's Bill	ing or Serv	ice City, Sta	te City: Rio Linda			State:	*Zip Code: 9	)EC72
						CA	Zip Code. s	3073
Contract Requ	ired Infor	mation	Shares and the same	TO STATE				
Master BTN	(with custor	ner code)	916-566-1725	Cupt	mas Signature D	DESCRIPTION OF THE PERSON OF T		
		,	010-000-1125	Contr	omer Signature Da ract Term: 60 Mor	ate 02/04/200	08 (mm/dd/yyy	y)
* Customer Signat	ure Name		Ruth Hall	* Title	Director of		Carta de El	
				Purch	asing	Ext	Contact Phone	#:916-566-1725
* Contract Product	Products 5	Sold	Cal Net II ATO	* Prin	nary Tiecode:		rnment	Non-Government
Promo Codo (Duna	. 11			PT12	5700047	ves	Timbert.	Non-Government
Promo Code/Prom (PRI FIRE SALE, 6	o Name (if	app.)		Contr	act Revenue	\$	/monthly	
Type of Sale/		T :=====			nitment ():	\$ 19	0K /annually	
Status / History	Tariff	ICB	Winback Save	R	etention 🛛 F	acilities Porte		sell 🗌
* Upgrade/Replace	existing co	ntract?	Yes ⊠ No □	Namo	of Plan	ECATS#		
			100 2 100 1		Applicable)	ECATS#		
SDA's & 96A's re	quire elec	tronic sup	port documents. Ple		ail to: PAC96A	Contract@co	mail aba asse	
Sales Channe	Require	d Informat	ion	40000		Johnachieca	man.spc.com	1
* Contact or Orig	inator	Nan	ne: Bonita Alexander	1000	* CDOLUB			
Telephone # 916 -	972 - 527	6 Title		25	* SBCUID	pa9717		
Sales Support Ma	anager /	Nan		21	* SBCUID			
Project Manager	(if applical	ble) Title			SPCOID			
Telephone # -	-							
For Sales Comp	ensation	Purposes	Only: Enter names, title	es and s	ales code belov	for annone	riata calas sa	
a	9 1 01 9 0 11	III	e: Bonita Alexander		* Sales Code	3174363350	* CDC///D	mpensation
* Telephone # 916	- 972 - 527	76 Title	: Sr. Account Manager		oulos ooge	3174303236	SBCOID	ba9717
**Additions or ch	angen to C	Palan Pausa						
* Additional Sales	Daniel Daniel	ales Perso	ns can only be authorize	d by the	manager or S	PM of the O	riginating Sal	es Person.
* Telephone # 916-	1 613011	INAITI	e: Dale Smith		* Sales Code 3	3174363258	* SBCUID	ds8949
* Additional Sales		fittle	Technical Sales Speci	alist				400040
	Person	Nam			* Sales Code	*	SBCUID	
* Additional Sales		Title						
* Telephone #		Nam Title:			* Sales Code	* (	SBCUID	
* Additional Sales	Person	Name						
* Telephone #		Title:			* Sales Code	* 5	SBCUID	
		1110.						

ECATS Contract File #: Davised 1/4/06 V Tenting

	TELEC	STATE OF COMMUNICATIO (Attach additional in	NS SERV	ICE REQ	UEST		1. AGENCY REQUEST NO. 14930108 2. DATE
3. REQUEST IS FOR:	SERVICE	☐ EQUIPMEN	T (needs a Form 6	95)		THER	422300
4. AGENCY INFORMATION	School D	nion	DIVISION, BUREAU, ETC.			PERSON TO CONTACT FOR ACCESS	
ADDR	E-MAIL ADDRESS  ADDRESS OF PRESENT SERVICE (IF	nclude City, Zip Code, Room #s	916-	566-1	72C	FAX NO.  (916)	640-8159 oom#s)
	Rio Linda	a, CA 95673	001	431	1 C.CA.		•
	BILLING ADDRESS (Include City, Zip C 627 L Strat Rio Linda TELEPHONE NUMBER(S) INVOLVED	- CA 95673	>	C60	Account Number		
	TELEFOUNE NUMBER(S) INVOLVED	UTILITY PRIMARY BIL		REQUESTED DAT			SERVICES AGENCY CODE
5. ELIGIBILITY	STATE AGENCY	Must c			LOCAL GOV		rst Form 20 request
ELIGIBILITY	FEDERAL	THE STATE OF THE S	1900 - 1900 - 1900 - 1900 - 1900 - 1900 - 1900 - 1900 - 1900 - 1900 - 1900 - 1900 - 1900 - 1900 - 1900 - 1900 -	☐ JOINT POW	ERS AGREEM	ENT	
6. CHECK TYPE OF REQUEST	(ACBUSINESS SERVICE		<b>⊘</b> CENTRI	EX SERVICE			
(Describe in Section 7)	SINGLE LINE [	SINGLE LINE (s) ISDN (Integrated Services Digital Network)  ACD (Automatic Call Distribution)					
	DATA SERVICE		CARD ((Inclus	CALLING	M LONG D	LOCAL TOLL SERVICE	
	☐ CELLULAR TELEPHONE ☐ DGS-TD MASTER CONSUL						
<sup>7.</sup> ADDITIONAL INFORMATION			Telecom s		EQUESTED (Attact	n page as need	ecl.)
	ATT TOTAL COST OF REQUEST	ED OF CHARLE					
-	Т	DN-RECURRING	METHOD OF ACQUISITION  PURCHASE  INSTALLMENT PURCHASE  RENT  O OTHER (Describe)			SE	
CATR/ATR INFORMATION	RUTH HALL ADDRESS CIT	Y	E-MAIL ADDRESS	HI ORLUS	D. ORG	CALN (707) PUBL	792-4722 - IC:
	Director	Sackamof Purch	astn	9	20/2	(707) DATE	14/08

25361

11:46:04 a.m.

03-26-2008

3 /7

\*SAM = State Administrative Manual \*STMM = State Telecommunications Management Manual \*ATR = Agency Telecommunications Representative

STD. 20 instructions

20080303-0641

## EXHIBIT A-2 Universal Service Fund (E-Rate) 20080303-0641

## AUTHORIZATION TO ORDER UNDER STATE CONTRACT

SBC Global Services, Inc., dba AT&T Global Services on behalf of Pacific Bell Telephone Company, dba AT&T California ("AT&T" or "Contractor") and the State of California ("State") have entered into a Contract for California Integrated Information Network (CALNET) 2 ("CALNET 2") MSA 1 Services dated January 30, 2007 ("Contract"), for a term of five (5) years. The State may, at its sole option, elect to extend the Contract term for up to two (2) additional periods of one (1) year each. Pursuant to the Contract, which is incorporated herein by reference, any public agency, as defined in Government Code section 11541, is allowed to order services and products ("Services") solely as set forth in the Contract.

A non-State public agency (herein "Non-State Agency") shall also be required to complete and submit this Authorization to Order Under State Contract (ATO) prior to ordering Services. A description of the Service(s), applicable rates and charges and the specific terms and conditions under which the Service(s) will be provided to a Non-State Agency are fully set forth in the Contract. Access to the Contract is available at <a href="https://www.stnd.dts.ca.gov">www.stnd.dts.ca.gov</a>.

Rio Linda Union School District ("Non-State Agency") desires to order Service(s) and Contractor agrees to provide such Service(s), as identified in the State of California, Telecommunications Service Request (STD. 20), pursuant to the terms and conditions and rate tables contained in the Contract. Non-State Agency intends to seek Universal Service Funding (E-Rate) for eligible services provided under this ATO.

- 1. This ATO shall become effective upon execution by Non-State Agency, Contractor, and the Department of Technology Services, Statewide Telecommunications and Network Division (DTS/STND) ("Effective Date"). No Service(s) shall be ordered by Non-State Agency or provided by Contractor until this ATO has been executed by both parties and approved by DTS/STND. The Service(s) ordered under this ATO shall commence on July 1, 2008 ("Service Date"). Upon the Service Date, this ATO supersedes and replaces all the existing serving arrangements between Contractor and Non-State Agency for the Service(s) being ordered under this ATO.
- With respect to Services ordered under this ATO, as authorized on Attachment 1, Non-State Agency hereby agrees to obtain such Services exclusively through the Contract and this ATO for a two (2) year commitment period, starting with the Service Date of the ATO, provided that such commitment does not extend beyond the Term of the Contract, including any extension periods. Any new Services added to an existing ATO shall not extend the two (2) year commitment period previously agreed upon on the ATO.
- 3. Upon expiration of the two (2) year commitment period, this ATO shall continue in effect through the remainder of the Term of the Contract, unless terminated by Non-State Agency. The Non-State Agency will automatically continue to receive Services at Contract terms and conditions when the two year commitment period ends, and may add, delete or change Services without penalty or additional commitment periods (unless a specific Service requires a term per the Contract).
- Non-State Agency may terminate this ATO, for specific Service(s) or in total, prior to termination
  of the Contract, by providing the Contractor with thirty (30) calendar days' written notice of
  cancellation.

If Non-State Agency elects to terminate Service prior to completion of the two (2) year commitment period, a termination charge may apply. The termination charge may not exceed sixty-five percent (65%) of the Non-State Agency's average monthly bill for the disconnected Service(s), multiplied by the number of full months remaining in the two (2) year commitment period. If Service(s) are terminated after the two (2) year commitment period, no termination liability shall apply.

- 5. No termination charge will be assessed when Non-State Agency transfers Service(s) to a like Service offered under this Contract, or from one CALNET 2 MSA to another, if the Contractor is the same for both MSAs, or is affiliated with the Contractor for the other MSA.
- 6. By executing this ATO, Non-State Agency agrees to subscribe to, and Contractor agrees to provide Service(s), in accordance with the terms and conditions of this ATO and the Contract. Upon execution of this ATO by Non-State Agency and Contractor, Contractor shall deliver this ATO to DTS/STND for review and approval.
- 7. The DTS/STND will provide Contract management and oversight, and upon request by the Non-State Agency or Contractor, will advocate to resolve any Contract service issues. The ATO, and any resulting STD. 20, is a Contract between the Non-State Agency and the Contractor. The State will not represent the Non-State Agency in resolution of litigated disputes between the parties.
- 8. Non-State Agency, upon execution of this ATO, certifies that Non-State Agency understands that Contractor and the State may, from time to time and without Non-State Agency's consent, amend the terms and conditions of the Contract thereby affecting the terms of service Non-State Agency receives from Contractor.
- Non-State Agency, upon execution of this ATO, certifies that it has reviewed the terms and conditions, including the rates and charges, of the Contract.
- 10. Non-State Agency, upon execution of this ATO, certifies the Non-State Agency understands that billing invoices for Service(s) subscribed to under the Contract are subject to review and/or audit by the State, pursuant to provisions of the Contract.
- All Service(s) ordered under this ATO will be submitted using the STD. 20, signed by the Non-State Agency's authorized signatory. Any additions or deletions to Service(s) shall likewise be accomplished by submission of a STD. 20, noting changes.
- 12. Non-State Agency may, by placing Service orders issued by its duly authorized representative with Contractor, order any of the Service(s) listed in the Contract. Contractor shall bill Non-State Agency, and Non-State Agency shall pay Contractor according to the terms and conditions and rate tables set forth in the Contract for such Service(s).
- 13. If, for any fiscal year during the term of this ATO, funds are not appropriated to enable Non-State Agency to continue paying for services, or universal service discounts are not received, the Non-State Agency may terminate impacted Service(s) without penalty.
- 14. Whenever any notice or demand is given under this Contract to Contractor or Non-State Agency, the notice shall be in writing and addressed to the following:

Non-State Agency:

Contractor:

Rio Linda Union School District

T&TA

627 L Street

610 Sequoia Pacific Blvd.

Rio Linda, CA 95673

Sacramento, CA 95814

Attn:

Attn: Contract Program Manager

Notices delivered by overnight courier service shall be deemed delivered on the day following mailing. Notices mailed by U.S. Mail, postage prepaid, registered or certified with return receipt requested, shall be deemed delivered five (5) State business days after mailing. Notices delivered by any other method shall be deemed given upon receipt.

IN WITNESS WHEREOF, the parties hereto have caused this ATO to be executed on the date shown below by their respective duly authorized representatives:

CONTRACTOR	NON-STATE AGENCY
By: Authorized Signature  Line L. Clinicum	By: Authorized Signature
Printed Name and Title of Person Signing Terri L. Childress Director - Contract Management Date Signed:	Printed Name and Title of Person Signing  AUM AUM HAIM  Date Signed:
21.104	2-4-2008

Approved By:

Department of Technology Services,

Statewide Telecommunications and Network Division

By: Authorized Signature

Printed Name and Title of Dec. Ci

Patricia Adams AGPA

Date Signed:

2-7-08

## Rio Linda Union School District

## MSA 1 ATTACHMENT I

Selected Services	Voice Services - Core Services Products	Customer Initials
	Bus Access Lines	Little Hillars
	Central Office Exchange Basic Services (Centrex)	A STALL
⊠	Central Office Trunk Services (SuperTrunk/PBX/DID)	244
	Locally Based Automatic Call Distribution (ACD) (Available Option w/C2 Centrex)	RitH
	Interactive Voice Response (IVR)	7471
	Specialized Call Routing (Call Router)	
	Computer Telephone Integration (CTI) (Computall)	
	Voice Mall Services (Available Option w/C2 Exchange Svcs)	
Selected Services	Data Services - Core Services Products	Customer Initials
	Data Transmission Services (Analog Service, Carrier DS0 (ADN), Carrier DS1 (Hicap/T1), Carrier DS3)	Customer initials
Custom ATO (***) Required	Gigabit Ethernet Metropolitan Area Network (MAN) (GigaMAN, MON, OPT-E-MAN, CSME,EPLS-WAN, ESS-MAN)	Custom Arre Required
	Multi Protocol Label Switching (MPLS) (AVPN, Network Based Firewall, ANIRA)	
CHEROMANIA	Synchronous Optical Network (SONET) (Point-Point SONET, Ethernet-over SONET, SONET Ring ICB)	Custom ATO
	ISDN (BRI)	EQ. C
	ISDN (PRI) (PBX/DID)	RATE
	Switched 56/Switched Digital Services (SDS)	/ 507
	Frame Relay & ATM (Managed or Non Managed)	AKIL
	Internet	TYPT
	DSL Agency Hosted (DSL)	
	DSL  DSL Virtual Private Network (AVPN, Network Based Firewall, ANIRA)	AH
	Enhanced Centrex VDNA	7447
ncluded Services	Other Services - Core Services Products	Automatic Coverage
	IntraLata Calling (Local Usage Zone 1-3) (Included on C2 Exchange Services)	
	Bldg. Wiring Services (Automatic Service Coverage on C2 Svcs) Jacks/Wiring Inside Wire Repair Plan(Voice)(If subscribed to)	
	Inside Wire Repair Plan(Data)(If subscribed to)	



# Contract Management - WEST - Cover Sheet V.14

\*2600 Camino Ramon, Room 2S303, San Ramon, CA 94583

Submission Date: 02/05/2008

96A/SDA Contracts

E-Mail: PAC96A Contract

96A & SDA: (original, signed) inter-co mail to San Ramon\*

Tariff/Non-Complex Contracts

E-Mail: PACCIM

Fax to: 707-427-7722 or 707-435-6327

Contract Management Hotline: 925-823-2085

Contract Management Website: http://contracts.sbc.com

ALL Regions' MDAs are sent to: 17950 W Corporate Dr. 2nd Floor, Brookfield, WI 53045

\* Required Information - Contract can not be processed if required fields not filled out. **Customer Required Information** \* Customer's Legal Name Rio Linda Union School District California \* State of Incorporation: \* Customer's Billing or Service Name Rio Linda Union School District California \* Type of Incorporation: (Inc/LLP/LLC/Company/NonProfit...) \* Customer's Billing or Service Address 627 L Street \* Customer's Billing or Service City, State City: Rio Linda State: \*Zip Code: 95673 CA Contract Required Information Master BTN (with customer code) 916-566-1725 Customer Signature Date 02/04/2008 (mm/dd/yyyy) Contract Term: 60 Months \* Customer Signature Name Ruth Hall \* Title: Director of Cust. Contact Phone #:916-566-1725 Purchasing Ext \* Contract Product/Products Sold Cal Net II ATO \* Primary Tiecode: Government Non-Government PT125700047 yes Promo Code/Promo Name (if app.) Contract Revenue /monthly (PRI FIRE SALE, etc.) Commitment (): \$ 190K /annually Type of Sale/ Tariff ICB Winback [ Save Retention X Facilities Ported Resell [ Status / History \* Upgrade/Replace existing contract? Yes 🛛 No I Name of Plan ECATS# \*\* (If Applicable) SDA's & 96A's require electronic support documents. Please e-mail to: PAC96A Contract@camail.sbc.com SELLING COUNTY MAN Contact or Originator Name: Bonita Alexander \* SBCUID ba9717 Telephone # 916 - 972 - 5276 Title: Sr. Account Manager Sales Support Manager / Name: \* SBCUID Project Manager (if applicable) Title: Telephone # For Sales Compensation Purposes Only: Enter names, titles and sales code below for appropriate sales compensation \*Originating Sales Person \*\* Name: Bonita Alexander \* Sales Code 3174363258 \* SBCUID ba9717 \* Telephone # 916 - 972 - 5276 Title: Sr. Account Manager \*\*Additions or changes to Sales Persons can only be authorized by the manager or SPM of the Originating Sales Person. \* Additional Sales Person Name: Dale Smith \* Sales Code 3174363258 \* SBCUID \* Telephone # 916-972-3561 ds8949 Title: Technical Sales Specialist \* Additional Sales Person Name: \* Sales Code \* SBCUID \* Telephone # Title: \* Additional Sales Person Name: \* Sales Code \* SBCUID \* Telephone # Title: \* Additional Sales Person Name: \* Sales Code \* SBCUID \* Telephone # Title:

FCATS	Contract	Fi	0	# .
LUMIS	Commaci	. FI	10	tt.

FIR 07 2998

## EXHIBIT A-2 20080303-0658

## AUTHORIZATION TO ORDER UNDER STATE CONTRACT

SBC Global Services, Inc. dba AT&T Global Services on behalf of Pacific Bell Telephone Company dba AT&T California ("AT&T") ("Contractor") and the State of California ("State") have entered into a Contract for California Integrated Information Network (CALNET) II ("CALNET II") Module 2 Services dated January 30, 2007 ("Contract"), for a term of five years. The State may, at its sole option, elect to extend the Contract term for up to two (2) additional periods of one (1) year each. Pursuant to the Contract, which is incorporated herein by reference, any public agency as defined in Government Code Section 11541 is allowed to order services and products solely as set forth in the Contract ("Service(s)").

A non-State public Agency (herein "Non-State Agency") shall also be required to complete and submit this Authorization to Order Under State Contract (ATO) prior to ordering Services. A description of the Service(s), applicable rates and charges and the specific terms and conditions under which the Service(s) will be provided to a Non-State Agency are fully set forth in the Contract. Access to the Contract is available at <a href="https://www.stnd.dts.ca.gov">www.stnd.dts.ca.gov</a>.

Rio Linda Union School District ("Non-State Agency") desires to order Service(s) and Contractor agrees to provide such Service(s) as identified in the State of California, Telecommunications Service Request (STD. 20), pursuant to the terms and conditions and rate tables contained in the Contract.

- This ATO shall become effective upon execution by Non-State Agency, Contractor, and the Department of Technology Services, Statewide Telecommunications and Network Division (DTS/STND) ("Effective Date"). No Service(s) shall be ordered by Non-State Agency or provided by Contractor until this ATO has been executed by both parties and approved by DTS/STND.
- 2. With respect to Services ordered under this ATO, Non-State Agency hereby agrees to obtain such Services exclusively through the Contract and this ATO for a two (2) year commitment period starting from the Effective Date of the ATO, provided that such commitment does not extend beyond the Term of the Contract, including any extension periods. Any Services ordered subsequent to the end of the two (2) year commitment period shall not extend the two (2) year commitment period.
- 3. Upon expiration of the two (2) year commitment period, this ATO shall continue in effect through the remainder of the Term of the Contract, unless earlier terminated by Non-State Agency. The Non-State Agency will automatically continue to receive Services at Contract terms and conditions when the two year commitment period completes, and may add, delete or change Services without penalty or additional commitment periods (unless a specific Service requires a term per the Contract).
- Subject to paragraph 5 below, Non-State Agency may terminate this ATO, for specific Service(s) or in total, prior to termination of the Contract by providing the Contractor with thirty (30) calendar days written notice of cancellation.
- If Non-State Agency elects to terminate Service prior to completion of the two (2) year commitment period, a termination charge may apply. The termination charge may not exceed sixty-

five percent (65%) of the Non-State Agency's average monthly bill for the disconnected Service(s) multiplied by the number of full months remaining in the two (2) year commitment period. If Service(s) are terminated after the two (2) year commitment period, no termination liability shall apply.

- 6. No termination charge will be assessed when Non-State Agency transfers Service(s) to a like Service offered under this Contract, or from one CALNET II Module to another, if the Contractor is the same for both Modules or is affiliated with the Contractor for the other Module.
- 7. By executing this ATO, Non-State Agency agrees to subscribe to and Contractor agrees to provide Service(s) in accordance with the terms and conditions of this ATO and the Contract. Within seven (7) business days after execution of this ATO by Non-State Agency and Contractor, Contractor shall deliver this ATO to DTS/STND for review and approval.
- 8. The DTS/STND will provide Contract management and oversight, and upon request by the Non-State Agency or Contractor, will advocate to resolve Contract service issues. The ATO and any resulting STD. 20 is a Contract between the Non-State Agency and the Contractor. The State will not represent the Non-State Agency in resolution of litigated disputes between the parties.
- 9. Non-State Agency, upon execution of this ATO, certifies that Non-State Agency understands that Contractor and the State may, from time to time and without Non-State Agency's consent, amend the terms and conditions of the Contract thereby affecting the terms of service Non-State Agency receives from Contractor.
- Non-State Agency, upon execution of this ATO, certifies that Non-State Agency has reviewed the terms and conditions, including the rates and charges, of the Contract.
- 11. Non-State Agency, upon execution of this ATO, certifies the Non-State Agency understands that billing invoices for Service(s) subscribed to under the Contract are subject to review and/or audit by the State pursuant to provisions of the Contract.
- 12. All Service(s) ordered under this ATO will be submitted using the STD. 20, signed by the Non-State Agency's authorized signatory. Any additions or deletions to Service(s) shall likewise be accomplished by submission of a STD. 20, noting changes.
- 13. Non-State Agency may, by placing Service orders issued by its duly authorized representative with Contractor, order any of the Service(s) listed in the Contract. Contractor shall bill Non-State Agency, and Non-State Agency shall pay Contractor according to the terms and conditions and rate tables set forth in the Contract for such Service(s).
- 14. If the Service(s) ordered under a STD. 20 are installed, and after the first fiscal year funds are not appropriated to enable the Non-State Agency to continue paying for services, or universal service discounts are not received, the Non-State Agency may terminate impacted Service(s) without penalty.
- 15. Whenever any notice or demand is to be given under this Contract to Contractor or Non-State Agency, the notice shall be in writing and addressed to the following:

Non-State Agency:

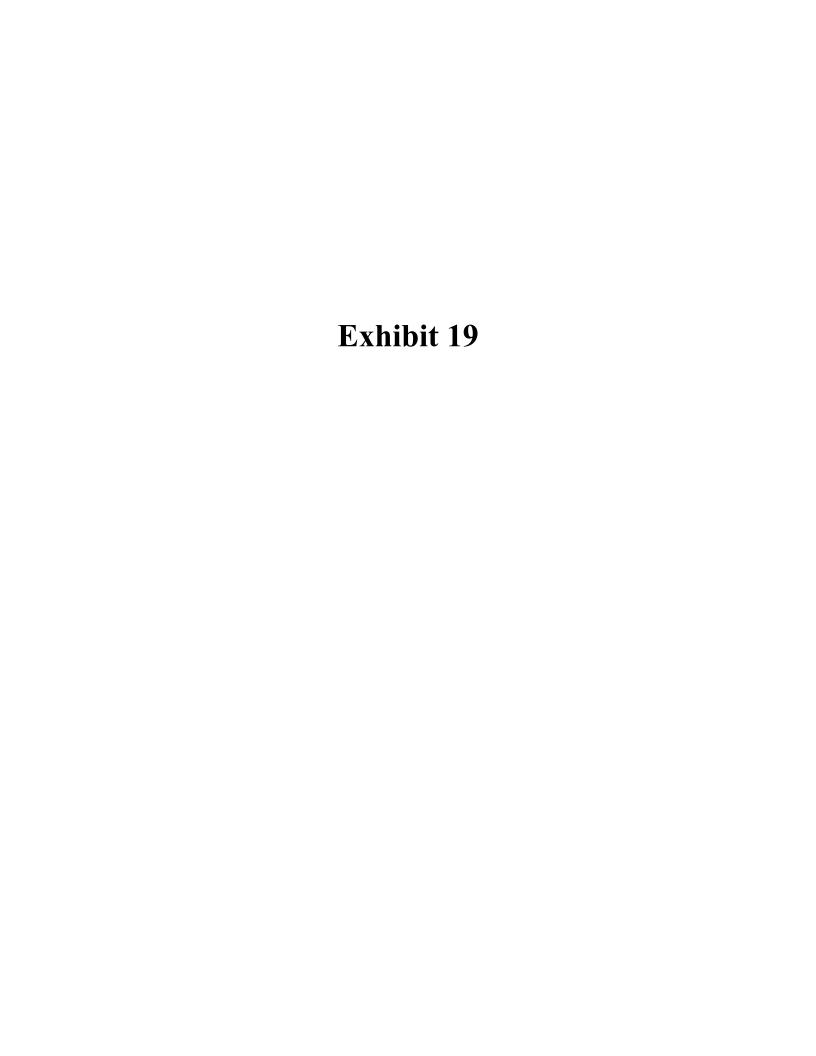
Rio Linda Union School District	AT&T
627 L Street	610 Sequoia Pacific Blvd.
Rio Linda , CA. 95673	Sacramento, CA 95814
Attn:	Attn: Contract Program Manager
Notices delivered by overnight courier serv mailed by U.S. Mail, postage prepaid, registe five (5) days after mailing. Notices delivered	ice shall be deemed delivered on the day following mailing. Notices red or certified with return receipt requested, shall be deemed delivered by any other method shall be deemed given upon receipt.
IN WITNESS WHEREOF, the parties hereto respective duly authorized representatives	have caused this ATO to be executed on the date shown below by their
Contractor:	Non-State Agency:
ATET	
Title: Terri L Childress Director - Contract Management	Title: Director of Farchasino
Date Signed: 2/1/0}	Date Signed: 2-4-3008
Approved By: Department of Technology Services, Statewide Telecommunications and Network D	ivision
By: Patricia Adam	
Title: AGPA	
Date Signed: 2 - 7-OF	

Contractor:

## Rio Linda Union School District

## MSA 2 ATTACHMENT 1

Selected Services	Long Distance - Voice Services	Cust
$\boxtimes$	Long Distance Calling Services	Customer Initials
	900 Services	1477
$\boxtimes$	Automatic Call Distributor (ACD) Services	- Atal
	Network Based Interactive Voice Response (IVR) Services	- YHH
	Computer Telephone Integration (CTI) for Network Based ACD	
	Toll Free Services	LAN
	International Toll Free Services	7477
	Calling Card Services	
	Pre-Paid Calling Services	
	Network Audio Conferencing Service	
	Network Conferencing (Web Conferencing)	
Included Services	Other Services - Long Distance Voice Services	Automatic Coverage
⊠	Bldg. Wiring Services (Automatic Service Coverage on CII Svcs) Jacks/Wiring	AH-



Display 471 Block 5 10/7/11 5:23 PM

# Schools and Libraries Universal Service Program Services Ordered and Certification Form 471 Application Display

Block 1

Block 2 & 3

Block 4

Block 5

Block 6

Misc

471 Application No: 635684

Form Status: <u>CERTIFIED - In Window</u>
Out of Window Letter Date: Not applicable

Funding Year: 7/1/2008 - 6/30/2009

Cert. Postmark Date: 02/07/2008

RAL Date: 02/14/2008

**Block 5: Discount Funding Request(s)** 

FRN: 1758853 FCDL Date: 04/14/2009				
10. Original FRN:				
11. Category of Service: Telecommunications Service	12. 470 Application Number: 334610000662776			
<b>13. SPIN</b> : 143002665	14. Service Provider Name: Pacific Bell Telephone Company			
15a. Non-Contracted tariffed/Month to Month Service:	15b. Contract Number: NA			
15c. Covered under State Master Contract:	15d. FRN from Previous Year:			
16a. Billing Account Number: 9169911704	16b. Multiple Billing Account Numbers?:			
17. Allowable Contract Date: 02/07/2008	18. Contract Award Date: 02/07/2008			
19a. Service Start Date: 07/01/2008	19b. Service End Date:			
20. Contract Expiration Date: 06/30/2011				
21. Attachment #: 21-Phone	22. Block 4 Worksheet No.: 1023167			
<b>23a. Monthly Charges:</b> \$27,383.65	23b. Ineligible monthly amt.: \$.00			
23c. Eligible monthly amt.: \$27,383.65	23d. Number of months of service: 12			
23e. Annual pre-discount amount for eligible recurring charges ( 23c x 23d): \$328,603.80				
	23g. Ineligible non-recurring amt.: 0			
23h. Annual pre-discount amount for eligible non-recurring charges ( 23f - 23g): \$0.00				
23i. Total program year pre-discount amount ( 23e + 23h): \$328,603.80				
23j. % discount (from Block 4): 84				
23k. Funding Commitment Request ( 23i x 23j): \$276,027.19				

FRN: 1758970 FCDL Date: 04/14/2009				
10. Original FRN:				
11. Category of Service: Telecommunications Service	<b>12. 470 Application Number:</b> 334610000662776			
<b>13. SPIN</b> : 143022137	14. Service Provider Name: SBC Advanced Solutions, Inc.			
15a. Non-Contracted tariffed/Month to Month Service:	15b. Contract Number: NA			
15c. Covered under State Master Contract:	15d. FRN from Previous Year:			
16a. Billing Account Number: 9169919213	16b. Multiple Billing Account Numbers?: Y			
17. Allowable Contract Date: 02/07/2008	18. Contract Award Date: 02/07/2008			
19a. Service Start Date: 07/01/2008	19b. Service End Date:			
20. Contract Expiration Date: 06/30/2011				
21. Attachment #: 21-ASI	<b>22. Block 4 Worksheet No.</b> : 1023167			
23a. Monthly Charges: \$748.10	23b. Ineligible monthly amt.: \$.00			
23c. Eligible monthly amt.: \$748.10	23d. Number of months of service: 12			
23e. Annual pre-discount amount for eligible recurring charges ( 23c x 23d): \$8,977.20				
23f. Annual non-recurring (one-time) charges: 0	23g. Ineligible non-recurring amt.: 0			
23h. Annual pre-discount amount for eligible non-recurring charges ( 23f - 23g): \$0.00				
23i. Total program year pre-discount amount ( 23e + 23h): \$8,977.20				
23j. % discount (from Block 4): 84				
23k. Funding Commitment Request ( 23i x 23j): \$7,540.85				

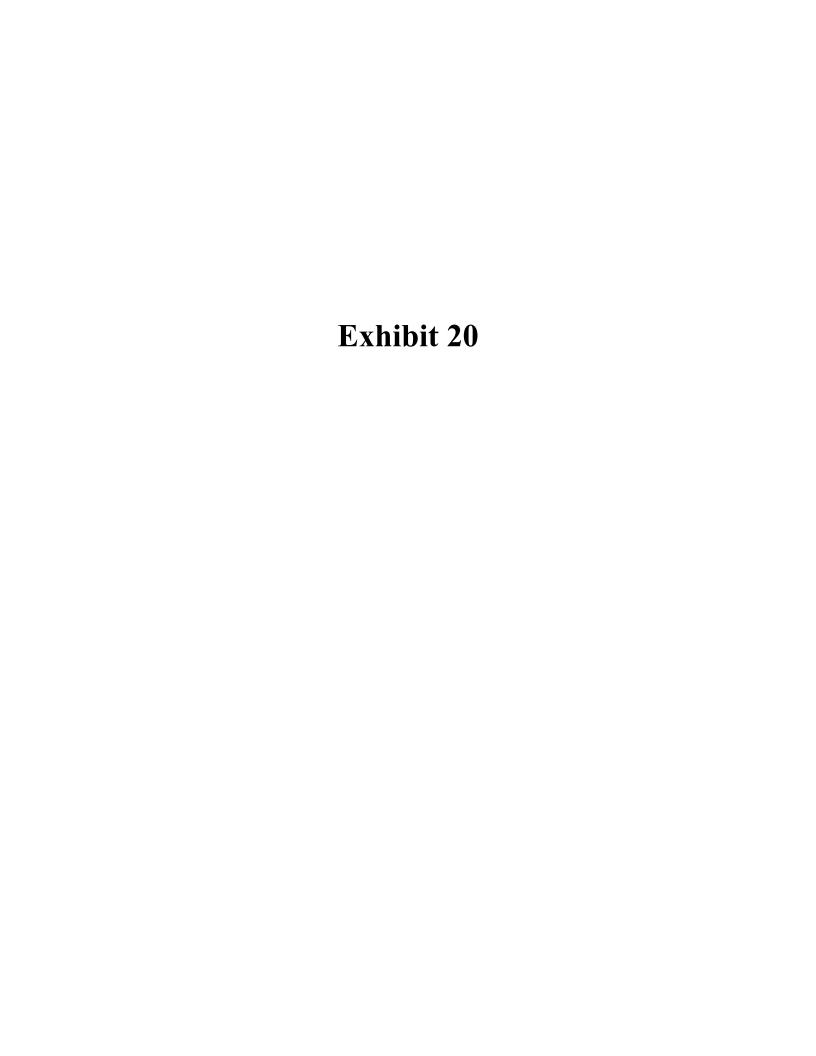
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RN: 1759054 FCDL Date: 04/14/2009				
10. Original FRN:				
11. Category of Service: Telecommunications Service	12. 470 Application Number: 334610000662776			
<b>13. SPIN</b> : 143001192	14. Service Provider Name: AT&T Corp.			
15a. Non-Contracted tariffed/Month to Month Service:	15b. Contract Number: NA			
15c. Covered under State Master Contract:	15d. FRN from Previous Year:			
16a. Billing Account Number: 9169911704	16b. Multiple Billing Account Numbers?:			
17. Allowable Contract Date: 02/07/2008	18. Contract Award Date: 02/07/2008			
19a. Service Start Date: 07/01/2008	19b. Service End Date:			
20. Contract Expiration Date: 06/30/2011				
21. Attachment #: 21-LD	22. Block 4 Worksheet No.: 1023167			
23a. Monthly Charges: \$100.00	23b. Ineligible monthly amt.: \$.00			
23c. Eligible monthly amt.: \$100.00	23d. Number of months of service: 12			
23e. Annual pre-discount amount for eligible recurring charges ( 23c x 23d): \$1,200.00				
23f. Annual non-recurring (one-time) charges: 0	23g. Ineligible non-recurring amt.: 0			
23h. Annual pre-discount amount for eligible non-recurring charges ( 23f - 23g): \$0.00				
23i. Total program year pre-discount amount ( 23e + 23h): \$1,200.00				
23j. % discount (from Block 4): 84				
23k. Funding Commitment Request ( 23i x 23j): \$1,008.00				

Previous

Display Entire Application

1997 - 2011  $\ensuremath{\text{@}}$  , Universal Service Administrative Company, All Rights Reserved





Notification of Commitment Adjustment Letter Funding Year 2008: July 1, 2008 - June 30, 2009

December 10, 2012

Ruth Ann Hall TWIN RIVERS UNIFIED SCHOOL DISTRICT 3222 Winona Way North Highlands, CA 95660

Re: Form 471 Application Number:

Funding Year:

Applicant's Form Identifier:

Billed Entity Number:

FCC Registration Number:

SPIN-

Service Provider Name:

Service Provider Contact Person:

635684

2008

Phone

16048929 0018038620

143002665

Pacific Bell Telephone Company

Michael Swisher

Our routine review of Schools and Libraries Program (Program) funding commitments has revealed certain applications where funds were committed in violation of Program rules.

In order to be sure that no funds are used in violation of Program rules, the Universal Service Administrative Company (USAC) must now adjust your overall funding commitment. The purpose of this letter is to make the required adjustments to your funding commitment, and to give you an opportunity to appeal this decision. USAC has determined the applicant is responsible for all or some of the violations. Therefore, the applicant is responsible to repay all or some of the funds disbursed in error (if any).

This is NOT a bill. If recovery of disbursed funds is required, the next step in the recovery process is for USAC to issue you a Demand Payment Letter. The balance of the debt will be due within 30 days of that letter. Failure to pay the debt within 30 days from the date of the Demand Payment Letter could result in interest, late payment fees, administrative charges and implementation of the "Red Light Rule." The FCC's Red Light Rule requires USAC to dismiss pending FCC Form 471 applications if the entity responsible for paying the outstanding debt has not paid the debt, or otherwise made satisfactory arrangements to pay the debt within 30 days of the notice provided by USAC. For more information on the Red Light Rule, please see "Red Light Frequently Asked Questions (FAQs)" posted on the FCC website at http://www.fcc.gov/debt\_collection/faq.html.

#### TO APPEAL THIS DECISION:

You have the option of filing an appeal with USAC or directly with the Federal Communications Commission (FCC).

If you wish to appeal the Commitment Adjustment Decision indicated in this letter to USAC your appeal must be received or postmarked within 60 days of the date of this letter. Failure to meet this requirement will result in automatic dismissal of your appeal. In your letter of appeal:

- 1. Include the name, address, telephone number, fax number, and email address (if available) for the person who can most readily discuss this appeal with us.
- 2. State outright that your letter is an appeal. Identify the date of the Notification of Commitment Adjustment Letter and the Funding Request Number(s) (FRN) you are appealing. Your letter of appeal must include the
- ·Billed Entity Name,
- •Form 471 Application Number,
- ·Billed Entity Number, and
- •FCC Registration Number (FCC RN) from the top of your letter.
- 3. When explaining your appeal, copy the language or text from the Notification of Commitment Adjustment Letter that is the subject of your appeal to allow USAC to more readily understand your appeal and respond appropriately. Please keep your letter to the point, and provide documentation to support your appeal. Be sure to keep a copy of your entire appeal including any correspondence and documentation.
- 4. If you are an applicant, please provide a copy of your appeal to the service provider(s) affected by USAC's decision. If you are a service provider, please provide a copy of your appeal to the applicant(s) affected by USAC's decision.
- 5. Provide an authorized signature on your letter of appeal.

To submit your appeal to us on paper, send your appeal to:

Letter of Appeal Schools and Libraries Division - Correspondence Unit 100 S. Jefferson Rd. P. O. Box 902 Whippany, NJ 07981

For more information on submitting an appeal to USAC, please see the "Appeals Procedure" posted on our website.

If you wish to appeal a decision in this letter to the FCC, you should refer to CC Docket No. 02-6 on the first page of your appeal to the FCC. Your appeal must be received by the FCC or postmarked within 60 days of the date of this letter. Failure to meet this requirement will result in automatic dismissal of your appeal. We strongly recommend that you use the electronic filing options described in the "Appeals Procedure" posted on our website. If you are submitting your appeal via United States Postal Service, send to: FCC, Office of the Secretary, 445 12th Street SW, Washington, DC 20554.

## FUNDING COMMITMENT ADJUSTMENT REPORT

On the pages following this letter, we have provided a Funding Commitment Adjustment Report (Report) for the Form 471 application cited above. The enclosed Report includes the Funding Request Number(s) from your application for which adjustments are necessary. See the "Guide to USAC Letter Reports" posted at http://usac.org/sl/tools/reference/guide-usac-letter-reports.aspx for more information on each of the fields in the Report. USAC is also sending this information to your service provider(s) for informational purposes. If USAC has determined the service provider is also responsible for any rule violation on the FRN(s), a separate letter will be sent to the service provider detailing the necessary service provider action.

Note that if the Funds Disbursed to Date amount is less than the Adjusted Funding Commitment amount, USAC will continue to process properly filed invoices up to the Adjusted Funding Commitment amount. Review the Funding Commitment Adjustment Explanation in the attached Report for an explanation of the reduction to the commitment(s). Please ensure that any invoices that you or your service provider(s) submits to USAC are consistent with Program rules as indicated in the Funding Commitment Adjustment Explanation. If the Funds Disbursed to Date amount exceeds your Adjusted Funding Commitment amount, USAC will have to recover some or all of the disbursed funds. The Report explains the exact amount (if any) the applicant is responsible for repaying.

Schools and Libraries Division Universal Services Administrative Company

cc: Michael Swisher
Pacific Bell Telephone Company

#### Funding Commitment Adjustment Report for Form 471 Application Number: 635684

Funding Request Number: 1758853

Services Ordered: TELCOMM SERVICES

SPIN: 143002665

Service Provider Name: Pacific Bell Telephone Company

Contract Number:

Billing Account Number: 9169911704
Site Identifier: 16048929
Original Funding Commitment: \$276,027.19
Commitment Adjustment Amount: \$276,027.19

Adjusted Funding Commitment: \$0.00

Funds Disbursed to Date \$124,275.69 Funds to be Recovered from Applicant: \$124,275.69

Funding Commitment Adjustment Explanation:

After a thorough investigation, it has been determined that this funding commitment must be rescinded in full. During a review, it was determined that the applicant signed a contract with the service provider prior to the expiration of 28-day posting period. FCC rules require that, except under limited circumstances, all Forms 470 received be posted on the USAC web site for 28 days, and that applicants carefully consider all bids received before selecting a service provider, entering into an agreement or signing a contract, and signing and submitting a Form 471. In the Receipt Notification Letter, USAC notified the applicant that that the earliest date upon which they could sign a contract or enter into an agreement (Allowable Contract Date) was February 7, 2008. Based on the documentation provided, (Telecommunications Service Request), it appears that the service provider was selected on February 4, 2008. Since the service provider was selected prior to the required 28-day posting period, the commitment has been rescinded in full and USAC will seek recovery of any improperly disbursed funds from the applicant.